City of Elgin
P.O. Box 128 - 790 S. 8th Ave. - Elgin, OR 97827
Voice :(541)437-2253 Fax :(541)437-0131

11-13-18

NOTICE

City of Elgin Oregon City Council to Conduct:
Regular Council Meeting

When: Tuesday November 13th, 2018: Council Meeting 7:00pm
Where: Elgin City Hall, 790 South 8th Street, Elgin, Oregon 97827
For More Information, Please Contact Brock Eckstein, City Administrator/Recorder, at (541) 437-2253 or cityadm@cityofelginor.org.

MEETING AGENDA 7:00pm:

- 7:00pm Call to Order and Flag Salute
- Roll Call:

Councilor West____ Councilor Shaffer____ Councilor Burgess____ Councilor Warren____ Councilor Reed____
Councilor Hallgarth____ Student Councilor Smith____ Mayor Duffy____

- Revise/Approve Agenda
- Citizens May Speak About Items on the Current Agenda IF Called Upon at This Time

REPORTS

- Law Enforcement - UC Sheriff Department
- Ordinance Officer – Alex Duffy
- Municipal Court – Laura Eckstein
- Ambulance – Kevin Silvernail
  - Public Safety – Mayor Duffy/Councilor West and Warren
- Public Works – Director Larman,
  - Councilors Burgess/Reed
- Engineer's Report - JUB
- Parks and Rec – Bryan Jungling
- Library – Michele Timmons
- Planning Commission – Brock Eckstein
- Administrator – Brock Eckstein
  - Administration – Councilors Warren/Hallgarth
- Opera House – Councilors Shaffer
- Union County Chamber – Bob Kavanaugh
- Chamber – Admin. Eckstein/Councilor Hallgarth
- Lions Club – Mayor Duffy/Admin. Eckstein
- Stampeders – Councilor Burgess
- Women's Service Club – Councilor Warren
- Museum – Councilor Reed
- Rail Road – David Arnold
- Economic Development – Mayor Duffy
- Student Council – Student Councilor Smith

PUBLIC HEARING

2018 Community Development Block Grant from the Business Oregon

OLD BUSINESS

Ordinance 7 (2018) - AN ORDINANCE GRANTING THE USE OF RECREATIONAL VEHICLES ON CITY OF ELGIN STREETS

NEW BUSINESS

Lease Agreement with Elgin Museum

CITIZENS CONCERNS (3 Min. please sign in to speak; Council to receive information for future consideration, no decisions made at this time you may only speak on future items you would like to see on an agenda, NOTHING ELSE. All handouts and correspondence must go through the city administrator the Wednesday prior to the meeting date by 12:01 pm before the council can receive a copy.)

Elgin Activities –OCTOBER 2018

The Union County Deputies contributed hours to the total for the month. The statistics reflect the activities for the Sheriff's Office.

HOURS	**467.75**	
CRIM. CITATIONS	2	
TRAFFIC CITATIONS	13	
WARNINGS	96	
ARRESTS	12	
CALLS FOR SERVICE	48	
FIELD INTERVIEWS	65	
WALK-INS	0	
REPORTS	21	
TOWS/IMPOUNDS	0	
OTHER	2	**noted with an * below**

The above hours were allocated as follows:

PATROL	**55 %**	**TRAFFIC ENFORCEMENT**	**24 %**
REPORTS	**6 %**	**INVESTIGATIONS**	**15 %**

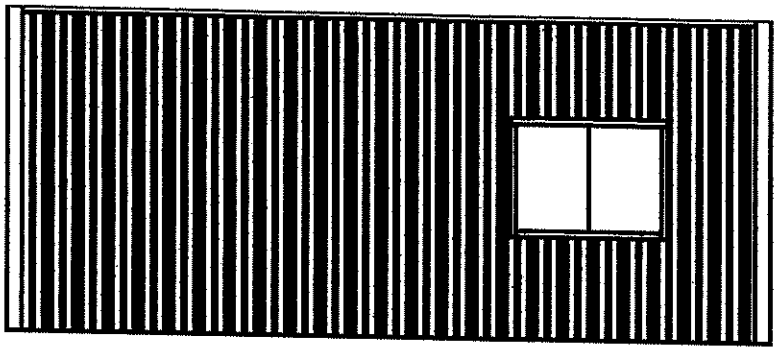
Activities include:

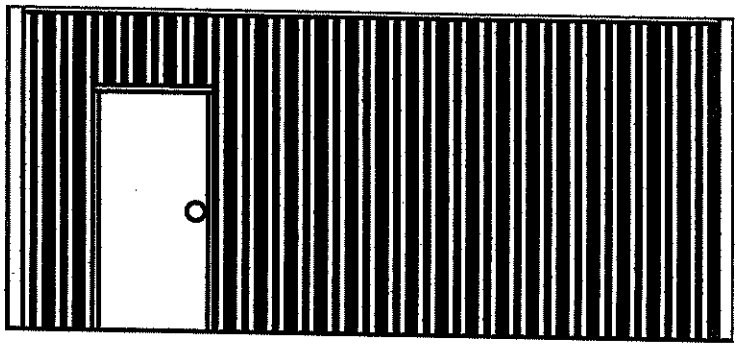
Routine patrol including foot patrol, school patrol, truck route patrol, bicycle patrol and traffic patrol
Ongoing Drug investigations and surveillance
Arrested one subject on a Warrant x 2
Removed a deceased deer from the roadway
Responded to a call of Unauthorized Entry to a Motor Vehicle/broken window
Call of Theft at a local establishment
Driving complaint information taken, follow up requested
Medical Assist x 3
Report of Unauthorized Entry to a Motor Vehicle
Attempted to locate a subject with a warrant
Responded to a call for Harassment, did not rise to the level of a crime
Call for a Trespass situation, trespassed one individual
Report of a possible prowler at a residence
Call to report a drive-off at the gas station, individual was found, paid and trespassed
Responded to a report of a suspicious vehicle
Arrested one subject for Driving While Suspended Misdemeanor
Assisted OSP with a Poaching case
Theft of services call and investigation
Investigation of a possible Child Abuse case
Ongoing Theft investigation
Welfare check on a possible suicidal subject
*Training-Phishing
Follow up on an altercation from last month
Call for a subject passed out in a vehicle blocking roadway
Responded to a report of a civil situation, options explained
Report of Theft of a wallet

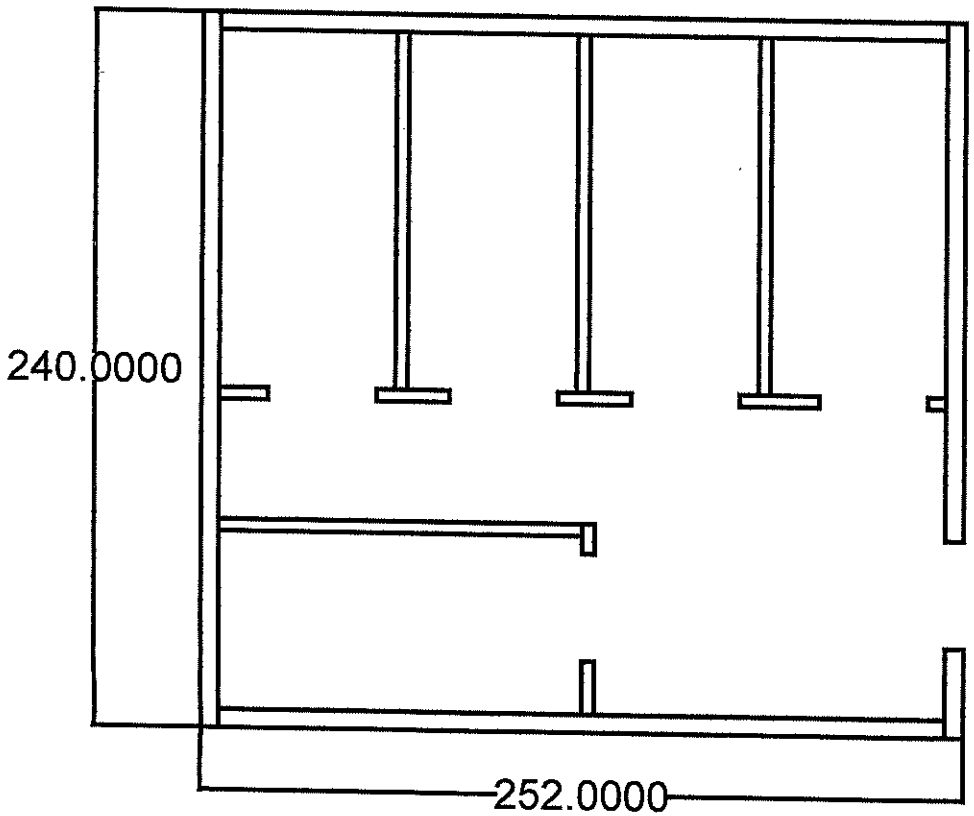
OSP assist with a possible drunk driver
Attempted to located a wanted individual for Trespass, unable to locate
Motorist assist
Criminal Mischief investigation
Welfare check
Follow up on a child abuse case
Probation violation investigation
*Defensive Tactics training
DUII investigation
Warned one subject for Telephonic Harassment
Discussed issues of tractors on the roadway with a citizen
Referred an issue of grade school kids with marijuana to DHS
Arrested one subject for Violation of a Restraining Order
Assisted with a roadway obstruction removal
Arrested one subject for DUII
Responded to a report of a stump on fire
Call for service for a combative autistic juvenile
Report of a suspicious person
Arrested one subject on an out of county warrant
OSP assist
Call for service for a homeless juvenile
Arrested one subject for Criminal Trespass & Warrant x 2
Responded to a call in regards to a neighbor dispute over ongoing cat issues
Arrested one subject for Failure to report as a Sex Offender
Call for service for a Driving While Suspended Violation
Assisted a homeless subject
Can theft investigation
Call of a low flying aircraft over a residence

Elgin 2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	0.00	20.00	17.50	19.00	6.00	10.00	19.00	12.00	10.00	0.00		
2	13.00	20.00	15.00	20.00	21.00	12.00	11.00	40.00	9.00	20.00		
3	10.00	15.75	23.75	15.00	40.00	19.00	10.00	13.00	0.00	13.00		
4	22.00	20.00	10.00	15.50	37.00	9.50	22.25	23.75	10.00	20.00		
5	17.50	23.00	24.00	30.00	30.25	19.50	20.00	26.00	10.00	19.00		
6	22.75	10.00	10.00	22.75	13.25	27.50	28.00	11.00	18.50	20.00		
7	17.00	9.00	16.00	18.50	10.00	27.75	19.00	2.50	18.75	20.00		
8	25.00	14.50	19.00	10.00	10.00	32.00	12.50	5.50	17.50	12.50		
9	11.50	18.00	19.25	20.00	20.00	19.50	13.00	9.75	0.00	12.00		
10	12.00	10.00	16.00	20.00	17.50	15.00	9.25	15.00	17.50	12.00		
11	17.50	18.50	21.25	11.00	18.00	10.50	24.00	11.50	0.00	19.00		
12	21.00	14.00	11.50	20.50	18.25	1.00	25.25	10.00	20.50	19.00		
13	20.25	11.00	16.00	14.00	18.00	0.00	30.25	13.50	22.00	19.00		
14	20.50	18.00	18.00	1.00	10.00	22.75	30.75	15.00	29.50	20.00		
15	12.50	24.00	21.00	16.50	1.00	17.00	21.00	10.00	22.00	11.00		
16	14.00	20.00	21.25	29.00	16.00	20.00	10.00	27.00	23.00	11.00		
17	6.50	14.00	14.00	19.00	18.25	25.00	5.50	22.75	25.50	16.50		
18	4.00	11.00	24.00	15.50	25.00	11.00	19.00	17.50	9.50	20.00		
19	10.00	20.00	21.50	18.50	10.00	13.50	8.00	20.00	8.00	16.25		
20	10.00	14.00	7.50	24.50	15.00	16.25	22.00	0.00	20.50	22.00		
21	10.00	14.00	16.50	21.00	9.00	11.25	9.50	0.00	15.50	10.00		
22	13.50	19.50	25.00	16.00	0.00	16.75	23.50	6.00	20.00	10.00		
23	15.00	17.50	23.75	10.00	15.00	12.00	2.50	16.50	23.50	14.50		
24	10.00	18.50	15.00	5.00	18.00	10.00	8.50	29.00	18.00	13.00		
25	28.50	23.00	14.50	15.00	8.00	3.50	12.50	21.00	8.00	20.00		
26	13.50	20.00	12.00	22.00	3.00	12.00	19.00	23.50	8.75	25.00		
27	10.00	13.00	13.00	22.50	1.50	12.00	23.50	0.00	16.75	21.00		
28	30.25	10.00	13.00	9.50	0.00	27.50	7.00	1.50	14.50	10.00		
29	24.00	0.00	15.50	16.50	10.00	22.25	18.00	14.25	18.00	10.00		
30	10.00	0.00	22.50	10.00	12.50	21.50	10.00	35.25	30.50	8.50		
31	3.50	0.00	11.75	0.00	28.50	0.00	0.00	18.00	0.00	3.50		
Total	**455.25**	**460.25**	**529**	**507.75**	**460**	**477.5**	**493.75**	**470.75**	**465.25**	**467.75**	**0**	**0**

	420	420	420	420	420	420	420	420	420	420	420	420
Over/Shor	35.25	40.25	109.00	87.75	40.00	57.50	73.75	50.75	45.25	47.75	(420.00)	(420.00)



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Brock Eckstein

From: elginambulance@cityofelginor.org
Sent: Friday, November 09, 2018 8:34 AM
To: Brock Eckstein
Subject: Ambulance Report

Hey Brock and Councilors
We are on run # 231 for the year, on course to set a new record high for the service. Both advanced EMT students are doing very well in the class, after the class they will be able to establish IV's and administer life saving drugs. We sent 4 EMTs to the World EMS Expo and they brought home a lot of new information and techniques and ideas for the new ambulance. We will be working with the REV Group to spec out the new ambulance and hope to have everything ready to go by new fiscal year.
Thanks
Kevin

Sent from my iPad

Brock Eckstein

From: elginambulance@cityofelginor.org
Sent: Friday, November 09, 2018 8:37 AM
To: Brock Eckstein
Subject: Report

Hey Brock
Also we have gone through our Bylaws for the Service and will submit them to the council after our second reading.
Kevin

Sent from my iPad

J-U-B ENGINEERS, INC.

J-U-B COMPANIES | THE LANGDON GROUP | GATEWAY MAPPING INC.

CITY OF ELGIN CITY COUNCIL - ENGINEERING UPDATE

November 2018

ACTIVE TASK ORDERS

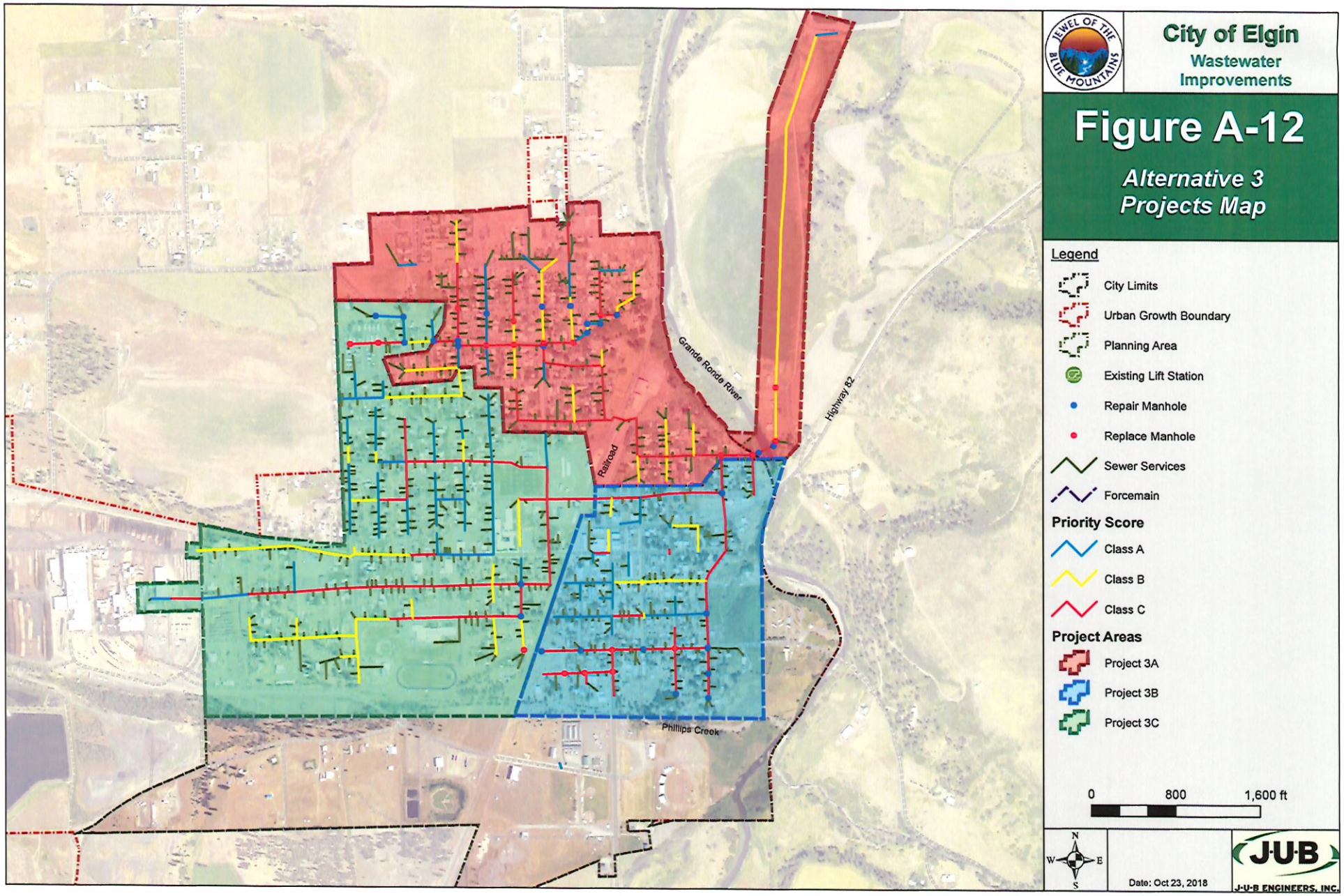
Project Name	Start	End	Summary of Progress
Sewer Collection System PER	October 2017	December 2018	Draft report is complete. Met with City Staff, Public Works Committee and Mayor to discuss the report and proposed improvements.
Safe Routes to School Funding Application	August 2018	October 2018	Application was submitted mid-October.
Indian Valley Estates	August 2018	Fall 2018	J-U-B has developed draft plans for the City and regulatory agency review.

Elgin Municipal Engineering:

- ☐ Sewer Collection System PER
  - USDA Rural Development Grant ($30k) funds and the IFA Technical Assistance Grant ($20k) funds are obligated.
  - Draft Report is complete and was submitted early November to the City, Funding and Regulatory Agencies for review.
  - J-U-B met with City Administrator, Public Works Director, Public Works Committee, and the Mayor to discuss projects and proposed improvements.
  - The next round of CDBG funding opens in October and is due at the end of December. The City will pursue CDBG funds for design efforts of Proposed Project 3A following completion of the PER.
- ☐ Safe Routes to School
  - Application was submitted 10/15/18.
  - J-U-B expects the application review process to take several months.
- ☐ Indian Valley Estates
  - J-U-B has developed a concept design for the water and sewer infrastructure.
  - City is currently reviewing draft plans.
  - Draft plans will be submitted to regulatory agencies for review once City's review is complete.
  - Road design and construction will occur once utilities are constructed.

Items of General Municipal Engineering Interest:

- ☐ None this month.



City of Elgin
Wastewater Improvements

Figure A-12

Alternative 3 Projects Map

Legend

- City Limits
- Urban Growth Boundary
- Planning Area
- Existing Lift Station
- Repair Manhole
- Replace Manhole
- Sewer Services
- Forcemain

Priority Score

- Class A
- Class B
- Class C

Project Areas

- Project 3A
- Project 3B
- Project 3C

0 800 1,600 ft

N W E S

Date: Oct 23, 2018

J-U-B ENGINEERS, INC.

Monthly Council Report
November 2018
Library

We have a volunteer for Mrs. Claus this year and this year Mrs. Claus will be bringing one of the elves. Mrs. Claus and her elf will be here on December 5th at 6 P.M. come for an hour long story time and some cookies donated form Mayor Duffy and his wife Michelle.

We have received the shelving units that were purchased with the grant from the La Grande Library Community Foundation.

City of Elgin
P.O. Box 128 - 180 N. 8th Ave. - Elgin, OR 97827
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Monthly Administrator Report

Mr. Mayor and City Councilors,

- $71,000 From Boise Cascade update
- City Hall/Shop/Kennel Update
- Holiday Party Planning DEC 14
- Newly Elected Officials
- Retreat
- Recommendation for Hire, Vikki Waters, Assistant Librarian

Brock Eckstein

City Administrator

Public Notice and Notice of Public Hearing

The City of Elgin is eligible to apply for a 2018 Community Development Block Grant from the Business Oregon. Community Development Block Grant funds come from the U.S. Department of Housing and Urban Development. The grants can be used for public facilities and housing improvements, primarily for persons with low and moderate incomes.

Approximately $12 million will be awarded to Oregon non-metropolitan cities and counties in 2018. The maximum grant that a city or county can receive is $2,500,000. The City of Elgin is preparing an application for a 2018 Community Development Block Grant from the Business Oregon for repair, rehabilitation, and expansion of the Waste Water Collection System. It is estimated that the proposed project will benefit at least 1,769 persons, of whom 55.81% will be low or moderate income.

A public hearing will be held by the City Council at 7:00pm on November 14, 2018 at the City Hall, located 790 South 8th Ave, Elgin, OR 97827. The purpose of this hearing is for the City Council to obtain citizen views and to respond to questions and comments about: community development and housing needs, especially the needs of low- and moderate-income persons, as well as other needs in the community that might be assisted with a Community Development Block Grant project; and the proposed project.

Written comments are also welcome and must be received by November 14th at City Hall, 790 South 8th Ave, Elgin, OR 97827. Both oral and written comments will be considered by the City Council in deciding whether to apply. The location of the hearing is accessible to persons with disabilities. Please contact Brock Eckstein at (541) 437-2253 if you will need any special accommodations to attend or participate in the meeting.

More information about Oregon Community Development Block Grants, the proposed project, and records about the City's past use of Community Development Block Grant funds is available for public review at City Hall during regular office hours. Advance notice is requested. If special accommodations are needed, please notify Brock Eckstein at (541) 437-2253 so that appropriate assistance can be provided.

Permanent involuntary displacement of persons or businesses is not anticipated as a result from the proposed project. If displacement becomes necessary, alternatives will be examined to minimize the displacement and provide required/reasonable benefits to those displaced. Any low- and moderate-income housing that is demolished or converted to another use will be replaced.

Elgin Museum and Historical Society

October, 2018

MUSEUM HAS A NEW HOME!

After three years of grueling organization, perseverance and determination, the Elgin Museum and Historical Society has a new home. The City of Elgin is leasing the former city hall to the museum, as the city moves its site to the former W C Construction property.

Originally, the city donated a double wide home across from the Train Depot, and the committee worked on the site two years, cleaning and tearing out walls, installing handicapped access doors and more. The finish work on the building was a project coordinated with the high school shop classes.

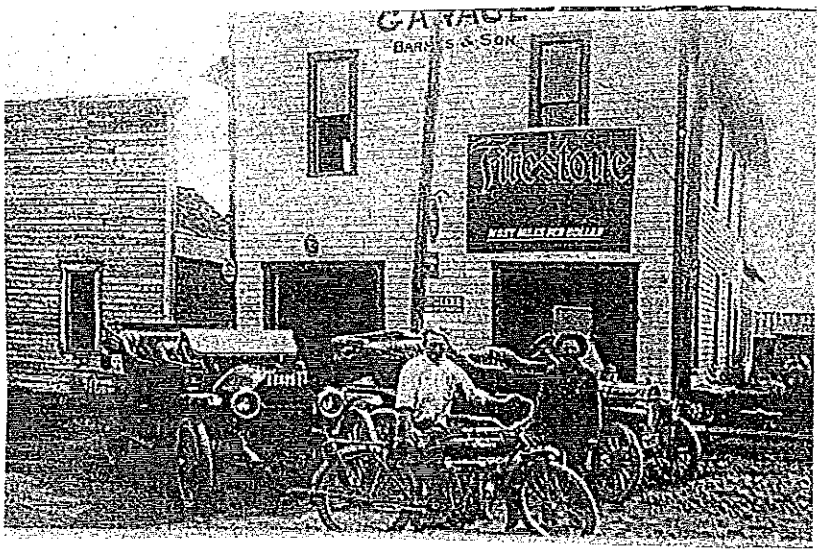
After the City Hall became available, emphasis shifted to the new building, which needed minor changes based on the museum board's tour of the building.

The move will be a slow process, according to Vice-President Everett Grandee, as each item has to be carefully evaluated and recorded.

The location of the museum lends itself to a historical corner with the historic Opera House, built in 1912, and the old city jail of the early 1900's. Across the street is the depot where the Eagle Cap Excursion Train departs following the paths of the Grande Ronde and Wallowa Rivers.

The Board has discussed the possibility of bringing in additional structures, if found, to be an "old city" around the museum grounds, but the idea is a dream for the future. The Board's hope is to create a destination site for visitors traveling to the Wallowa and Joseph areas. gh

SITE OF THE NEW ELGIN MUSEUM



Old City Hall before the City Hall/Opera House

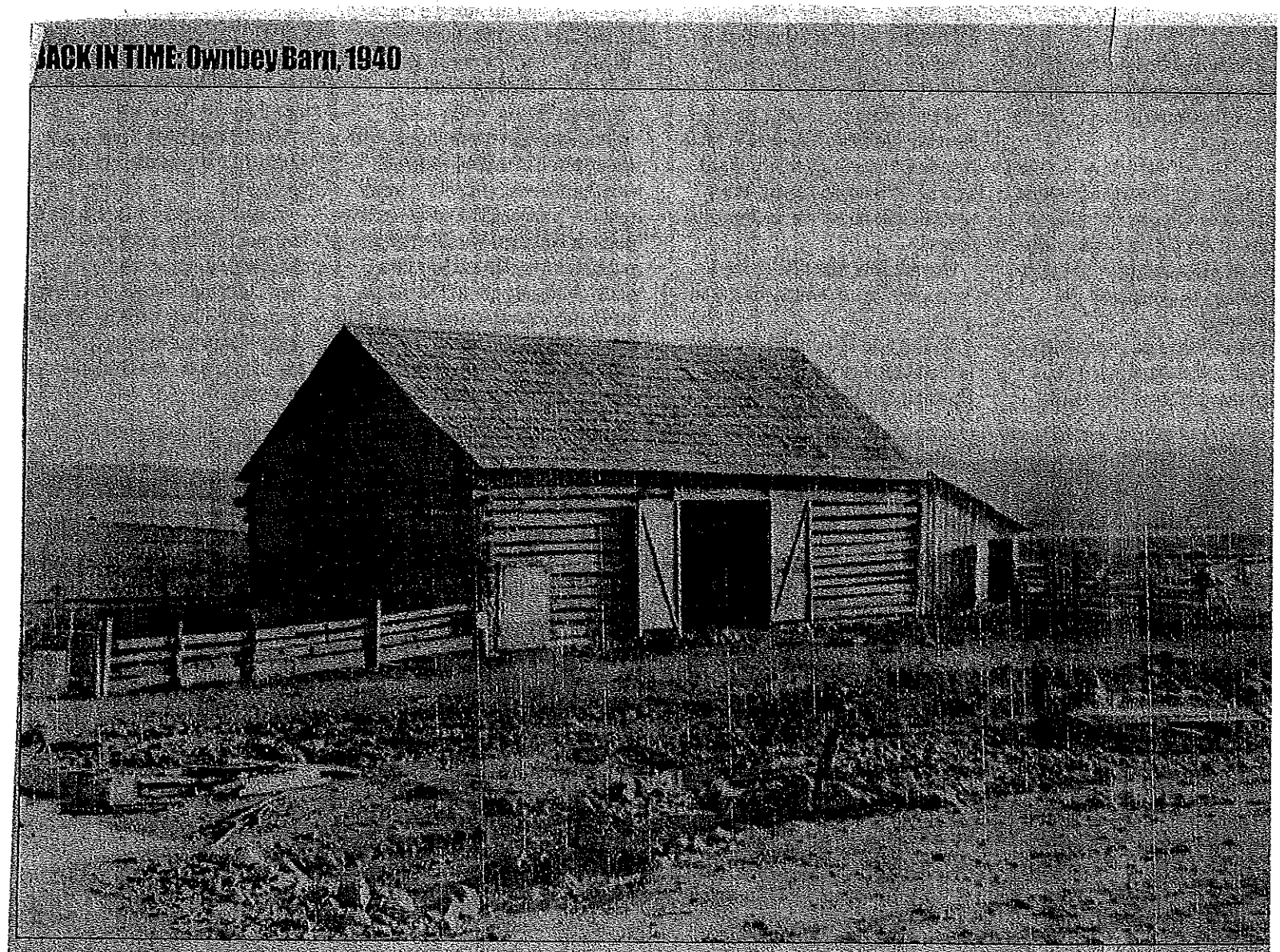
The photo shown on page one was taken ten years after the old City Hall had been converted into a garage and the first automobile agency in Elgin, according to Bernal Hug's History of Elgin .

Quoting from Hug, The first automobile agency, "where 'Dad' Barnes and Dorse Barnes sold Model "'T' Fords. Downstairs in the City Hall were kept hose carts for fighting fire and supplies were also stored here. The upstairs was a large room that served various purposes. Time and time again in was used for a schoolroom because of the crowded condition of the White Schoolhouse."

On the Oregon Trail…..
Devil's Gate is a narrow gorge carved by the Sweetwater River. In the early 1960's four young women from a wagon train climbed the ridge above the gorge. One of the young ladies fell and her grave board was inscribed: "Here lies the body of Caroline Todd. Whose soul had lately gone to God: Ere redemption was too late, She was redeemed at Devil's Gate."

A previous newsletter featured the Ownbey Barn

BACK IN TIME: Ownbey Barn, 1940



Bob Bull photo

This old picture is of the Ownbey Barn that was at one time used as a fort by settlers in the Cricket Flat area during the Nez Perce War, which started back in 1877. The barn had been built on the Ownbey farm northeast of Elgin with the help of a community barn raising on July 4, 1876. The photograph was taken in 1940 and was originally in the Bernal Hug Collection.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE OPERATION OF ALL-TERRAIN VEHICLES ON CERTAIN STREETS LOCATED WITHIN THE BOUNDARIES OF THE CITY OF ELGIN, OREGON

WHEREAS, the City of Elgin (hereinafter "the City") desires to adopt an ordinance authorizing the operation of all-terrain vehicles on certain streets located within the boundaries of the City.

WHEREAS, the City has determined that it is necessary to impose certain restrictions on the operation of all-terrain vehicles on such streets in order to protect the interests and safety of the general public.

NOW, THEREFORE, THE CITY OF ELGIN ORDAINS AS FOLLOWS:

1. Incorporation. The above-stated findings are hereby adopted.

2. Short Title. This Ordinance No. _____ (hereinafter "Ordinance") may be referred to and city as the "ATV Ordinance."

3. Definitions. As used in this Ordinance, the following capitalized terms have the meanings assigned to them below:

    a. "All-Terrain Vehicle(s)" and "ATV(s)" means Class I All-Terrain Vehicles (with the exception of 3-wheelers) and Class IV All-Terrain Vehicles.

    b. "City ATV Permit" means the permit issued by the City, upon demonstration that an individual has
        i. completed the "Oregon All-Terrain Vehicle Safety Education" court, and received that "Oregon All-Terrain Vehicle Safety Card" (see www.rideATVoregon.org), and
        ii. acknowledged awareness and responsibility for the safety requirements set forth by the City in the Application, including safety requirements, scope, penalties, and
        iii. paid the appropriate fee for the Permit, Replacement Permit, or Temporary 3-day Permit.

    c. "Class I All-Terrain Vehicle(s)" has the meaning given that term under ORS 801.190, with the exception that 3-wheeled vehicles are *not* allowed. ORS 801.190 defines a Class I All-Terrain Vehicle as a motorized, off-highway recreational vehicle that is:
        i. 50 inches or less in width,
        ii. Has a dry weight of 1,200 pounds or less,

iii. Travels on four[1] or more pneumatic tires that are six inches or more in width and that are designed for use on wheels with a rim diameter of 14 inches or less,
iv. Uses handlebars for steering,
v. Has a seat designed to be straddled for the operator, and
vi. Is designed for or capable of cross-country travel on or immediately over land . . . or other natural terrain.

Class I All-Terrain Vehicles may also be known as quads or four-wheelers.

d. "Class IV All-Terrain Vehicles" has the meaning given that term under ORS 801.194(2). ORS 801.194(2) defines a Class IV All-Terrain Vehicle as any motorized vehicle that
i. Travels on four or more pneumatic tires that are six inches or more in width and that are designed for use on wheels with a rim diameter of 14 inches or less,
ii. Is designed for or capable of cross-country travel on or immediately over land . . . or other natural terrain,
iii. Has non-straddle seating,
iv. Has a steering wheel for steering control,
v. Has a try weight of 1,800 pounds or less, and
vi. Is 65 inches wide or less at its widest point.

Class IV All-Terrain Vehicles may also be known as side-by-sides.

e. "Prohibited All-Terrain Vehicles" means ATVs specifically prohibited for use by the City under this Ordinance, including but not limited to: 3-wheelers, and lawn mowers.

f. "Driver License" has the meaning given that term under ORS 801.245.

g. "Motorcycle Helmet" has the meaning given that term under ORS 801.366. ORS 801.366 defines a Motorcycle Helmet as a protective covering for the head consisting of a hard outer shell, padding adjacent to and inside the outer shell and a chin-strap type retention system with a sticker indicating that the motorcycle helmet meets standards established by the United States Department of Transportation. Motorcycle helmets shall be required for ATV riders under 18 years of age.

h. "Traffic Law(s)" means any and all Oregon statutes and regulations relating in any way to the operation or use of motorized vehicles, including, without limitation, the Oregon Vehicle Code and any regulations promulgated thereunder.

i. "Street(s)" means all highways, roads, streets, and alleys, other than State of Oregon highways, within the boundaries of the City, including, without limitation,

[1] ORS 801.190 includes "three or more" tires; however, the City specifically excludes three-wheelers from its definition of allowed ATVs. Lawn mowers are also specifically excluded under this Ordinance.

roads regularly maintained by the City of Elgin within the boundaries of the City, except that a person may, while operating an ATV allowed herein to cross a State of Oregon highway to the extent permitted under ORS 821.200(1).

4. Operation of All-Terrain Vehicles on Streets Authorized. Subject to the provisions of this Ordinance, ATVs may be operated on Streets subject to the conditions and restrictions set forth under ORS 821.200. All-Terrain Vehicles are prohibited from operating under this Ordinance on any State of Oregon highway within the boundaries of the City, including Highway 82/8th Street and Highway 244/Division Street, except that a person may, while operating an ATV, cross a State of Oregon highway to the extent permitted under applicable Oregon law, including ORS 821.200(1).

5. Regulations for Operation of All-Terrain Vehicles. All-Terrain Vehicles operated under this Ordinance must be operated in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, all applicable Traffic Law requirements (including, without limitation, ORS 811.255) and all posted speed limits, and in a manner comporting with the public health, safety, and general welfare.

6. Licensed Driver 16 Years of Age or Older Required. A person operating an ATV under this Ordinance must be 16 years of age or older, and hold a valid Driver License. If an individual illegally operates an ATV under the age of 16, the citation shall be given to their parent or guardian.

7. Riders Under 16 Years of Age. Any rider of an ATV under the age of 16, or who does not hold a valid Driver License, but be accompanied by an adult age 18 or older who holds a valid Driver License.

8. All-Terrain Vehicle City Permit Required. A person operating an ATV under this Ordinance must hold a valid ATV City Permit, which requires the holder to demonstrate the he or she has
    a. completed the "Oregon All-Terrain Vehicle Safety Education" court, and received that "Oregon All-Terrain Vehicle Safety Card" (see www.rideATVoregon.org), and
    b. acknowledged awareness and responsibility for the safety requirements set forth by the City in the Application, including safety requirements, scope, penalties, and
    c. paid the appropriate fee for the Permit, Replacement Permit, or Temporary 3-day Permit.

9. Safety Equipment Requirements. All-Terrain Vehicles operated under this Ordinance must be equipped with the safety equipment required under all applicable Traffic Laws, including, without limitation, ORS 821.030, ORS 821.040, ORS 821.220, ORS 821.230, and OAR 735-116-0000.

10. Helmet Requirements. A person who is under 18 years of age must wear a Motorcycle Helmet with a fastened chin strap while riding as a driver or passenger on an ATV operated under this Ordinance.

11. Safety Belt Requirements. A person must be properly secured with a safety belt or safety harness while operating or riding as a passenger on an ATV operated under this Ordinance if such ATV was required to be equipped with safety belts or safety harnesses at the time the ATV was manufactured or safety belts or safety harnesses have been installed on the ATV.

12. Speed Limits. All-Terrain Vehicles operated under this Ordinance must be operated in compliance with all posted speed limits and may not be operated
    a. At a rate of speed greater than reasonable and proper under the existing conditions, or
    b. In a negligent manner so as to endanger or cause injury, death, and/or damage to the operator or person or property of another.

13. Prohibition on Operating All-Terrain Vehicles While Driving Privileges Suspended. A person may not operate an ATV under this Ordinance while the person's driving privileges (i.e., Driver License) are suspended or revoked.

14. Financial Requirements. All-Terrain Vehicles operated under this Ordinance must meet the financial responsibility requirements under ORS 806.060. For purposes of this Section, "financial responsibility requirements" means the ability to respond in damages for liability, on account of accidents arising out of the ownership, operation, maintenance, and/or use of an ATV, in a manner provided under ORS 806.060.

15. Daylight Hours Only. All-Terrain Vehicles operated under this Ordinance may be operated only during daylight hours. For purposes of this Section, "daylight hours" means one-half hour before sunrise to one-half hour after sunset. At any time from one-half hour before sunrise to one-half hour after sunrise, and from one-half hour before sunset to one-half hour after sunset, and during any time when limited visibility conditions exist, ATVs operated under this Ordinance must be equipped with and display headlights and taillights.

16. Posting. The City will post signs giving notice that the operation of ATVs is permitted upon Streets under the provisions of this Ordinance. The City will post such signs at locations necessary to inform the public that ATVs are permitted upon Streets, which sign locations will be determined by the City in its sole discretion.

17. Liability. The operation of an ATV will be undertaken at the sole risk and responsibility of the owner and/or operator. The City, by passing this Ordinance, assumes no responsibility for the operation of such ATVs and will be held harmless in any action arising from the operation of such ATVs on or off any public way within the City, including, without limitation, Streets.

18. Penalties. Violation of, or failure to comply with, any provision of this Ordinance, including, without limitation, the operation of an ATV where such ATV is prohibited or in a manner in which is prohibited, is subject to the following:
    a. is punishable by a fine not to exceed $500.00. The presumptive fine shall be $115, and the minimum fine shall be $60.
    b. Revocation of the City ATV Permit for a period of one (1) year. At the end of a one-year period, the Permit holder may re-apply for said Permit by re-initiating the application process.
    c. Each violation of this Ordinance will constitute a separate offense.
    d. A violation of this Ordinance shall be commenced by the issuance of a Citation and shall be prosecuted in the Elgin Municipal Court.
    e. The penalties imposed by this Section are not exclusive and are in addition to any other remedies, civil or criminal, available to the City under applicable law.

19. Modification. Law enforcement officials and/or officials acting on behalf of the City of Elgin have the authority to modify the provisions of this Ordinance as a result of the occurrence of special events. Such modifications shall be temporary in nature and shall not violate Traffic Laws.

20. Miscellaneous. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. Any reference to a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended. The provisions of this Ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, and/or portion will
    a. Yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and
    b. Not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance.

    This Ordinance may be corrected by order of the City Council to cure editorial and/or clerical errors.

21. Declaration of Emergency. It is hereby determined and found that this Ordinance is necessary for the immediate preservation of the public health, peace and safety of the people of the City of Elgin, and by reason of the foregoing, an emergency is hereby declared to exist. As such, this section shall be in full force and effect immediately upon and after the passage by the City Council and signed by the Mayor of the City of Elgin.

PASSED AND ADOPTED this _____ day of December, 2018.

With _____ Ayes, _____ Nays, _____ Abstentions, _____ Absent

Signed:

_____

Allan Duffy, Mayor

_____ _____

Mary West, Councilor David Reed, Councilor

_____ _____

Rocky Burgess, Councilor Kathy Warren, Councilor

_____ _____

Teresa Shaffer, Councilor Risa Hallgarth, Councilor

State of Oregon, County of Union

I hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Elgin, Oregon at a regular or special meeting of said Council, held on the _____ day of December, 2018.

Certified this _____ day of December, 2018.

_____

Brock Loren Eckstein, Notary Public

My Commission Expires _____

LEASE AGREEMENT FOR THE ELGIN MUSEUM
Prepared November 7, 2018

THIS INDENTURE OF LEASE, entered into this 13th day of November, 2018 between the City of Elgin; hereinafter called the Lessor, and the Elgin Museum and Historical Society, hereinafter called the Lessee.

WITHNESSETH: In consideration of the covenants herein, the Lessor hereby leases those certain premises, as is, situated in the City of Elgin, County of Union and State of Oregon, and hereinafter called the premises, described as follows:

The Former Elgin City Hall situated at 180 N 8th Ave, Elgin, OR 97827; surrounding grounds located on tax lot 5300 on Union County Surveyors Map number S.W.1/4 N.E.1/4 SEC.15 T.1N R.39E. W.M. (See Attachment "A")

To have and to hold the premises commencing with the **14th day of November, 2018** and ending at midnight on the **13th day of November, 2021** for which Lessee agrees to pay, at 790 S. 8th Ave. (City Hall), Elgin, Oregon the following amounts and in the following times, to-wit:

1) Annual property taxes levied on the building and its contents billed to the City of Elgin. The rent payable is below market rent and has been reduced by at least the amount of the property taxes;
2) Continued restoration and renovation of the building compatible with its historical nature and semi-public uses;
3) Allow use of the building by community organizations for a nominal fee to cover Lessee's direct expenses;
4) Other monetary compensation which the parties mutually agree.

The terms of this lease may be extended for an additional period of (5) five years, ending the **13th** day of **November 2026,** upon consent of each party.

In consideration of the leasing of the premises and of the mutual agreements herein contained, the parties agree as follows:

LESSEE'S ACCEPTANCE OF LEASE

1) The Lessee accepts this letting and agrees to pay to the order of the Lessor the rentals above stated for the full term of this lease at the times and in the manner aforesaid.

USE OF PREMISES

(2a) The Lessee shall use the premises during the term of this lease operate and maintain the Elgin Museum which shall be open to the public consistent with the Museum public hours and other events which can be accommodated by the facilities and is compatible with the public nature of the building and for no other purpose whatsoever without Lessor's written consent.

(2b) The Lessee will not make any unlawful, improper or offensive use of the premises; the Lessee will not suffer any strip or waste thereof; the Lessee will not permit any objectionable noise or odor to escape or to be emitted from the premises or do anything or permit anything to be done upon or about the premises in any way tending to create a nuisance; the Lessee will not sell or permit to be sold any product, substance or service

upon or about the premises, excepting such as Lessee may be licensed by law to sell and as may herein expressly permitted; however, the dispensing, selling or consumption of alcoholic beverages or marijuana and illegal substances is not permitted on the premises.

(2c) The Lessee will not allow the premises at any time to fall into such a state of repair or disorder as to increase a fire hazard thereon; the Lessee will not install any power machinery on the premises except under the supervision and with written consent of the Lessor; the Lessee will not store gasoline or other highly combustible materials on the premises at any time; the Lessee will not use the premises in such a way or for such a purpose that the fire insurance rate on the improvements or on the premises is thereby increased or that would prevent the Lessor from taking advantage of any rulings of any agency of the state in which the premises are situated, or which would prevent the Lessor from obtaining reduced premium rates for long term fire insurance policies.

(2d) The Lessee shall comply at Lessee's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of the premises. These include, without limitations, all laws, regulations and ordinances pertaining to air and water quality, "hazardous materials" as herein defined, waste disposal, air emissions, and other environmental matters. As used herein, hazardous material means any hazardous or toxic substance, material, or waste, including but not limited to those substance, materials, and waste listed in the U.S. Department of Transportation Hazardous Materials Table or by the U.S. Environmental Protection Agency as hazardous substances and amendments thereto, petroleum products, or such other substances, materials, and waste that are or become regulated under any applicable local, state, or federal law.

(2e) The Lessee shall regularly occupy and use the premises for the conduct of Lessee's business, and shall not abandon or vacate the premises for more than 10 days without written approval of Lessor. When building is not in use all windows are to be shut and locked, as well as all doors and other access points.

(2f) Lessee shall not cause or permit any hazardous material to be brought upon, kept or used in or about the premises by Lessee, its agent, employees, contractors, or invitees without the prior written consent of Lessor, which consent will not be unreasonably withheld so long as Lessee demonstrates to Lessor's reasonable satisfaction that such hazardous material is necessary or useful to Lessee's business and will be used, kept, and stored in a manner that will comply at all times with all laws regulating any such hazardous material so brought upon or used or kept on or about the premises.

(2g) Lessee management to encourage staff to utilize offsite parking to allow patrons closer access to the building.

(2h) Lessee agrees to provide space to Lessor in the area labeled as the "Ticket Booth" upon the Lessors request, so long as it does not hamper in any way the right to properly conduct the Lessees business as normal.

UTILITIES

(3a) The Lessee shall pay for all heat, light, power, and other services or utilities used in the premises during the term of this lease.

(3b) The Lessor agrees to waive the water, sewer, and street user fees during the term of this lease.

REPAIRS AND IMPROVEMENTS

(4a) The Lessor shall not be required to make any repairs, alterations, additions or improvements to or upon the premises during the term of this lease, except only those hereinafter specifically provided for; the

lessee hereby agrees to maintain and keep the premises, including all interior and exterior walls and doors, heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewer in good order and repair during the entire term of this lease, at Lessee's own cost and expense, and to replace all glass which may be broken or damaged during the term hereof in the windows and doors of the premises with glass of as good or better quality as that now in use; it is further agreed that the Lessee will make no alterations, additions or improvements to or upon the premises without the written consent of the Lessor first being obtained.

(4b) The Lessor agrees to maintain the major mechanical equipment installed to serve the building for heat, light, water and sewer, excluding servicing and maintenance of normal wear and tear. However, repair of damage beyond normal wear and tear caused by the Lessee or agents of the Lessee, whether by intended or unintended actions, shall be paid for by the Lessee.

(4c) The Lessor agrees to make all necessary structural repairs to the building, including exterior walls, foundation, roof, gutters and downspouts, and the abutting sidewalks. The Lessor reserves and at any and all times shall have the right to alter, repair or improve the building of which the premises are a part, or to add thereto, and for that purpose at any time may erect scaffolding and all other necessary structures about and upon the premises and Lessor and Lessor's representatives, contractors and workers for that purpose may enter in or about the premises with such materials as Lessor may deem necessary therefore, and Lessee waives and claim to damages, including loss of business resulting therefrom.

(4d) The Lessee agrees to repair any building shortcomings they are responsible for identified earlier in this lease within 30 days or unless prior arrangement has been made with the lessor.

LESSOR'S RIGHT OF ENTRY

(5) It shall be lawful for the Lessor, the Lessor's agents and representatives, at any reasonable time, to enter into or upon the premises for the purpose of examining the condition thereof, or for any other lawful purpose.

RIGHT OF ASSIGNMENT

(6) The Lessee will not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or any interest herein, sublet, or permit any other person or persons whomsoever to occupy the premises without the consent of the Lessor being first obtained in writing; this lease is personal to Lessee; Lessee's interest, in whole or part, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against the Lessee, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the Lessee, or in any other manner, except as above mentioned.

LEINS

(7) The Lessee will not permit any lien of any kind, type or description to be placed or imposed upon the improvements, in which the premises are situated, or any part thereof, or the land on which they stand.

ICE, SNOW, DEBRIS

(8a) At all times, the Lessee shall keep all sidewalks and stairs of the premises free and clear of ice, snow, rubbish, debris and obstruction.

(8b) The Lessor will not permit rubbish, debris, ice or snow to accumulate on the roof of the building so as to stop up or obstruct gutters or downspouts or cause damage to the roof. However, the Lessee will save

harmless and protect the Lessor against any injury whether to Lessee or to Lessee's property or to any other person or property caused by Lessor's failure in this regard.

(8c) The Lessee shall keep the grounds, lawn and vegetation around the building properly maintained to provide a neat and tidy presentation of the grounds.

(8d) The lessee shall keep the grounds free of any building equipment, unless directly in use. All garage doors will remain closed when persons are not inside working.

(8e) Any added storage of any kind, ie, can receptacle, will be OK'd through the Lessor before it is added.

OVERLOADING OF FLOORS

(9) The Lessee will not overload the floors of the premises in such a way as to cause any undue or serious stress or strain upon the building in which the premises are located, or any part thereof, and the Lessor shall have the right, at any time, to call upon any competent engineer or architect whom the Lessor may choose, to decide whether or not the floors of the premises, or any part thereof, are being overloaded so as to cause any undue or serious stress or strain on the building, or any part thereof, and the decision of the engineer or architect shall be final and binding upon the Lessee; and in the event that it is the opinion of the engineer or architect that the stress or strain is such as to endanger or injure the building, or any part thereof, then and in the event the Lessee agrees immediately to relieve the stress or strain, either by reinforcing the building or by reducing the load which causes such stress or strain, in a manner satisfactory to the Lessor.

ADVERTISING SIGNS

(10) A sign shall be provided on the inside of the window of one of the front doors to give callers information to immediately reach a care-taker for a tour schedule or other business.

LIABILITY INSURANCE

(11) At all times during the term of this contract, Lessee will, at Lessee's own expense, maintain in force with an insurance carrier satisfactory to Lessor, insurance coverage that complies with the following requirements:

(a) Comprehensive General Liability insurance covering liability arising out of operations of Lessee and liability arising out of the occupancy or use of the premises that are the subject of this lease, with bodily injury liability limits of $1,000,000 per injury/$1,000,000 each occurrence, and general aggregate limits of $2,000,000 with the City of Elgin as additional insured, this coverage shall include contractual liability coverage applicable to any contractual indemnification obligations from Lessee or Lessor unless such obligations apply to indemnification against claims of liability arising out of the sole negligence of Lessor.

(b) Property insurance on an "ALL RISK" or "Fire and Extended Perils" basis insuring the Lessee's property and equipment located on the leased premises. Such insurance shall include a waiver of subrogation as against Lessor, as further provided elsewhere in this agreement under the heading "Waiver of Subrogation Rights".

(c) Notice of Cancellation of Change. There shall be no cancellation, material change, or reduction of limits of the insurance coverage required by this article without 30 days prior written notice from Lessee to Lessor.

(d) Certificates of Insurance. As evidence of the insurance coverage required by this agreement, Lessee shall provide, or cause to be provided, acceptable insurance certificates to Lessor. Such certificates shall reflect

the term and limits of such coverage and the 30 day cancellation requirement described in the preceding subsection and shall list Lessor as the certificate holder.

INDEMNIFICATION

(12) Lessee agrees to and shall indemnify and hold Lessor harmless against any and all claims and demands arising from the negligence of the Lessee, Lessee's officers, agents, invitees and/or employees, as well as those arising from Lessee's failure to comply with any covenant of this lease on Lessee's part to be performed, and shall at Lessee's own expense defend the Lessor against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against Lessor in any such suit or action.

FIXTURES

(13) All partitions, plumbing, electrical wiring, additions to or improvements upon the premises, whether installed by the Lessor or Lessee, shall be and become a part of the building in which the premises are located as soon as installed and the property of the Lessor unless otherwise herein provided.

LIGHT AND AIR

(14) This lease does not grant any rights of access to light and air of the premises or any adjacent property.

DAMAGE BY CASUALTY FIRE AND, DUTY TO REPAIR

(15) In the event of the destruction of the improvements in which the premises are located by fire or other casualty, either party hereto may terminate this lease as of the date of fire or other casualty to the extent of 50 percent or more of the sound value thereof, the Lessor may or may not elect to repair the same; written notice of Lessor's election shall be given Lessee within fifteen days after the occurrence of the damage; if notice is not so given, Lessor conclusively shall be deemed to have elected not to repair; in the event Lessor elects not to repair, then and in that event this lease shall terminate with the date of the damage; but if the improvements in which the premises are located be but partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or fi greater than said extent and Lessor elects to repair, as aforesaid, then the Lessor shall repair the same with all convenient speed and shall have the right to take possession of and occupy, to the exclusion of the Lessee, all or any part thereof in order to make the necessary repairs, and the Lessee hereby agrees to vacate upon request, all or any part thereof which the Lessor may require for the purpose of making necessary repairs, and for the period of time between the day of such damage and until such repairs have been substantially completed there shall be such an abatement of rent as the nature of the injury or damage and its interference with the occupancy of the premises by the Lessee shall warrant; however, if the premises be but slightly injured and the damage so occasioned shall not cause any material interference with the occupation of the premises by Lessee, then there shall be not abatement of rent and the Lessor shall repair the damage with all convenient speed.

WAIVER OF SUBROGATION RIGHTS

(16) Neither the Lessor nor the Lessee shall be liable to the other for loss arising out of damage to or destruction of the premises, or the building or improvement of which the premises are a part or with which they

are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard from of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage of destruction is caused by the negligence of either Lessor or Lessee or by any of their respective agents, servants or employees. It is the intention and agreement of the Lessor and the Lessee that the rentals reserved by this lease have been fixed in contemplation that both parties shall fully provide their own insurance protection at their own expense, and that both parties shall look to their respective insurance carriers for reimbursement of and such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the Lessor nor the Lessee shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint insured.

EMINENT DOMAIN

(17) In case of the condemnation or purchase of all or any substantial part of the premises by any public or private corporation with the power of condemnation this lease may be terminated, effective on the date possession is taken, by either party hereto on written notice to the other and in that case the Lessee shall not be liable for any rent after the termination date. Lessee shall not be entitled to and hereby expressly waives any right to any part of the condemnation award or purchase price.

FOR SALE AND FOR RENT SIGNS

(18) During the period of 90 days prior to the date above fixed for the termination of this lease, the Lessor herein may post on the premises or in the windows thereof signs of moderate size notifying the public that the premises are "for sale" or "for lease."

DELIVERING UP PREMISES ON TERMINATION

(19) At the expiration of the lease term or upon any sooner termination thereof, the Lessee will quit and deliver up the premises and all future erections or additions to or upon the same, "broom-clean", to the Lessor or those having Lessor's estate in the premises, peaceably, quietly, and in good order and condition, with reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements alone excepted, as the same are now in or hereafter may be put in by the Lessor.

ADDITIONAL CONVENANTS OR EXCEPTIONS

(20a) It is agreed that the following property located on the premises are the personal property of the Lessee and shall be at the disposal of the Lessee to remove, replace or sell:

a) Office equipment including; telephones, answering machine, clock, desks, file cabinets, cleaning equipment and supplies.
b) Any other equipment installed by the Lessee, and specifically agreed to by the Lessor, such equipment list shall be present in writing and attached hereto.

(20b) The Lessor will, so much as it is possible:

a) For the term of this lease, and any extension thereof, permit and allow the term "Elgin Museum" to be fully licensed by the Lessee for use in marketing, product creation and promotion.
b) Consolidate electrical services to reduce the number of metered services entering the building.

ATTACHMENT BANKRUPT DEFAULT

(21) These presents are upon these conditions, that (1) if the Lessee shall be in arrears in the payment of rent for a period of ten days after the same becomes due, or (2) if the Lessee shall fail or neglect to perform or observe any of the covenants and agreements contained herein or Lessee's part to be done, kept, performed and observed and such default shall continue for ten days or more after written notice of such failure or neglect shall be given to Lessee, or (3) if the Lessee shall be declared bankrupt or insolvent according to law, or (4) if any assignment of Lessee's property shall be made for the benefit of creditors, or (5) if on the expiration of this lease Lessee fails to surrender possession of the premises, the Lessor or those having Lessor's estate in the premises, may terminate this lease and, lawfully, at Lessor's option immediately or at any time thereafter, without demand or notice, enter into and upon the premises and every part thereof and reposes the same, and expel Lessee and those claiming by, through and under Lessee and remove Lessee's effects at Lessee's expense, forcibly if necessary and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

Neither the termination of this lease by forfeiture nor the taking or recovery of possession of the premises shall deprive Lessor of any other action, right, or remedy against Lessee for possession, rent or damages, nor shall any omission by Lessor to enforce any forfeiture, right or remedy to which Lessor may be entitled be deemed a waiver by Lessor of the right to enforce the performance of all terms and conditions of this lease by Lessee.

In the event of any re-entry by Lessor, Lessor may lease or re-let the premises in whole or in part to any tenant or tenants who may be satisfactory to Lessor, for any duration, and for the best rent, terms and conditions as Lessor may reasonably obtain. Lessor shall apply the rent received from any such tenant first to the cost of retaking and re-letting the premises, including remodeling required to obtain any such tenant, and then to any arrears of rent and future rent payable under this lease and any other damages to which Lessor may be entitled hereunder.

Any property which Lessee leaves on the premises after abandonment or expiration of the lease, or for more than ten days after any termination of the lease by landlord, shall be deemed to have been abandoned, and Lessor may remove and sell the property at public or private sale as Lessor sees fit, without being liable for any prosecution therefor or for damages by reason thereof, and the net proceeds of any such sale shall be applied toward the expenses of landlord and rent as aforesaid, and the balance of such amounts, if any, shall be held for and paid to the Lessee.

HOLDING OVER

(22) In the event the Lessee for any reason shall hold over after the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, but shall only create a tenancy at sufferance which may be terminated at will at any time by the Lessor.

ATTORNEY FEES AND COURT COSTS

(23) In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the

losing party agrees to pay the prevailing party's reasonable attorney fees incurred throughout such proceeding, including at trial, an appeal, and for post judgment collection. The Lessee agrees to pay and discharge all Lessor's costs and expenses, including Lessor's reasonable attorney's fees that shall arise from enforcing any provision or covenants of this lease even though no suit or action is instituted.

Should the Lessee be or become the debtor in any bankruptcy proceeding, voluntarily, involuntarily or otherwise, either during the period this lease is in effect or while there exists any outstanding obligation of the Lessee created by this lease in favor of the Lessor, the Lessee agrees to pay the Lessor's reasonable attorney fees and costs which the Lessor may incur as the result of Lessor's participation in such bankruptcy proceedings. It is understood and agreed by both parties that applicable federal bankruptcy law or rules of procedure may affect, alter, reduce or nullify the attorney fee and cost awards mentioned in the preceding sentence.

WAIVER

(24) Any waiver by the Lessor of any breach of any covenant herein contained to be kept and performed by the Lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the Lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

NOTICES

(25) Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing, contained in a sealed envelope, and sent first class mail, with postage fully prepaid, and if intended for the Lessor herein, addressed to the Lessor at **P.O. Box 128, Elgin, OR 97827**; and if intended for the Lessee, addressed to the Lessee at: **68020 Hunter Road, Summerville, OR 97876**. Any such notice shall be deemed conclusively to have been delivered to the addressee forty-eight hours after the deposit thereof in the U.S. Mail.

HEIRS AND ASSIGNS

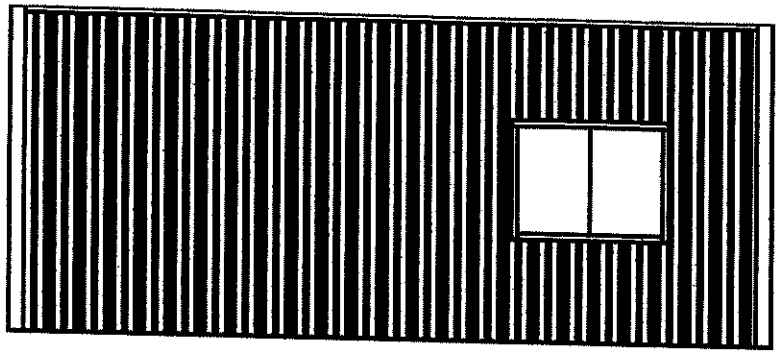
(26) All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, successors, personal representatives and so far as this lease is assignable by the terms hereof, to the assigns of such parties.

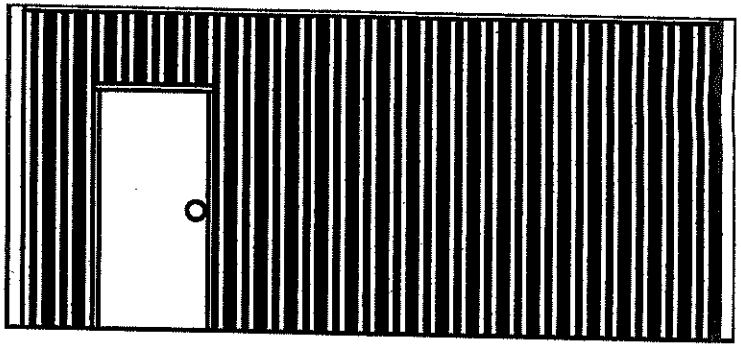
In construing this lease, it is understood that the Lessor or the Lessee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

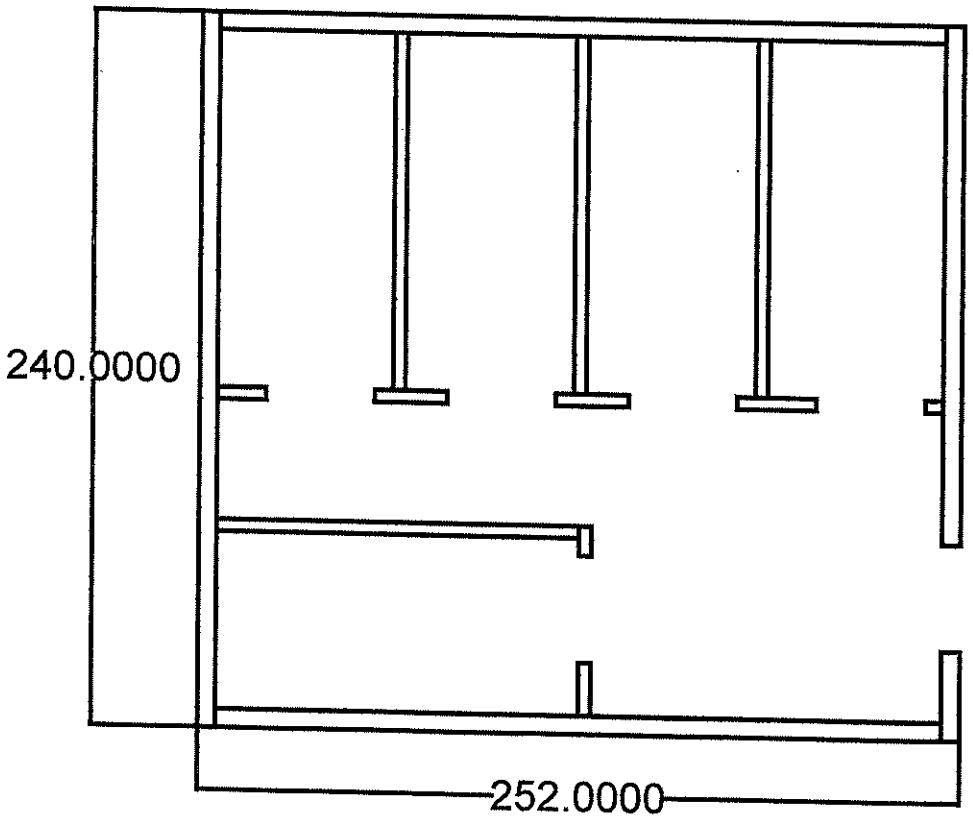
IN WITNESS WHEREOF, the parties have executed this lease on the day and year first herein above written, any corporation signature being by authority of its Board of Directors.

City of Elgin	**Elgin Museum and Historical Society**
_____	_____
Allan Duffy, Mayor	Gerald Hopkins, President
Date: _____	Date: _____

The City strongly recommends that the Lessor become familiar the Americans with Disabilities Act of 1990, Public Laws 101-336. The Act may impose certain duties and responsibilities upon either or both parties, to the lease. These duties and responsibilities may include but not be limited to the removal of certain architectural barriers and ensuring that disabled persons are not denied the opportunity to benefit from the same goods and services as those available to persons without disabilities. Under the Act, prohibition against discrimination applies to any person who is the owner, operator, Lessor, or Lessee of a place of public accommodation.



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Report to City Council
October 9, 2018

Lions Activities

1. A very limited time was given to the food drive at Foodtown. Nevertheless, we collected 429 pounds of product and $83 for the Food Bank.

2. On the Cider Give-away, we had a little over an hour before running out of cider. 53 gallons were made.

3. BINGO at the Community Center has started. Sounds like we will have a turkey to give away on the Blackout this week.

4. We now have a total of 27 requests for glasses.

5. There was cleaning done on Pocket Park, including trimming of trees, cutting grass and moving the welcome sign closer to the road.

Museum

1. We held a meeting to determine how we would organize materials. Also, we are in limbo about getting a schoolhouse we hoped to move.

2. Everett Grandeen visited with staff at the Union Museum to get ideas of how to organize materials. He also did an inventory of the materials we have in the city storage (across from old city hall). Many materials from the old museum in the Opera House were donated to the Union Museum (which we can not collect again) and to some private individuals, which we will probably not get back. We are looking for volunteers to help organize the areas we would like to have.

Elgin Museum and Historical Society

October, 2018

MUSEUM HAS A NEW HOME!

After three years of grueling organization, perseverance and determination, the Elgin Museum and Historical Society has a new home. The City of Elgin is leasing the former city hall to the museum, as the city moves its site to the former W C Construction property.

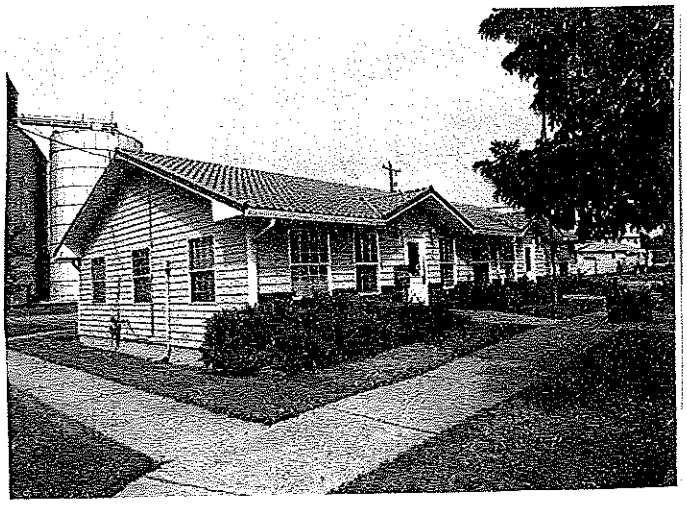
Originally, the city donated a double wide home across from the Train Depot, and the committee worked on the site two years, cleaning and tearing out walls, installing handicapped access doors and more. The finish work on the building was a project coordinated with the high school shop classes.

After the City Hall became available, emphasis shifted to the new building, which needed minor changes based on the museum board's tour of the building.

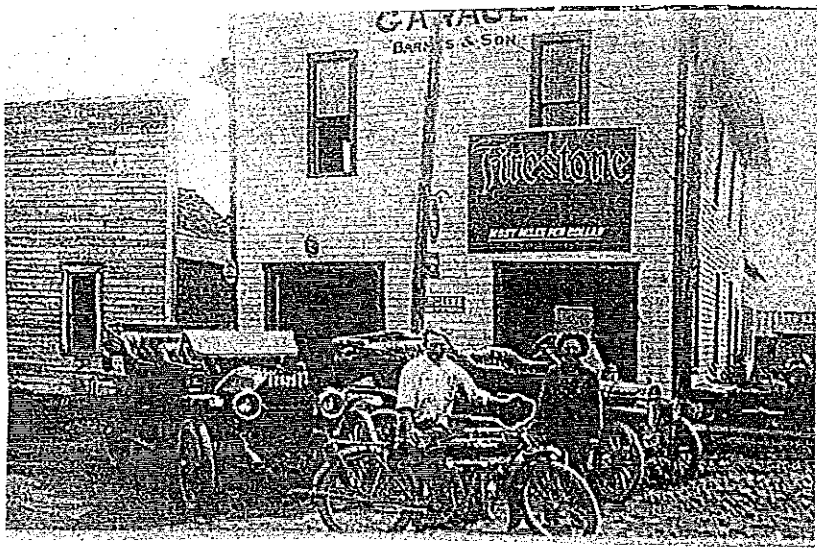
The move will be a slow process, according to Vice-President Everett Grandee, as each item has to be carefully evaluated and recorded.

The location of the museum lends itself to a historical corner with the historic Opera House, built in 1912, and the old city jail of the early 1900's. Across the street is the depot where the Eagle Cap Excursion Train departs following the paths of the Grande Ronde and Wallowa Rivers.

The Board has discussed the possibility of bringing in additional structures, if found, to be an "old city" around the museum grounds, but the idea is a dream for the future. The Board's hope is to create a destination site for visitors traveling to the Wallowa and Joseph areas. gh



SITE OF THE NEW ELGIN MUSEUM



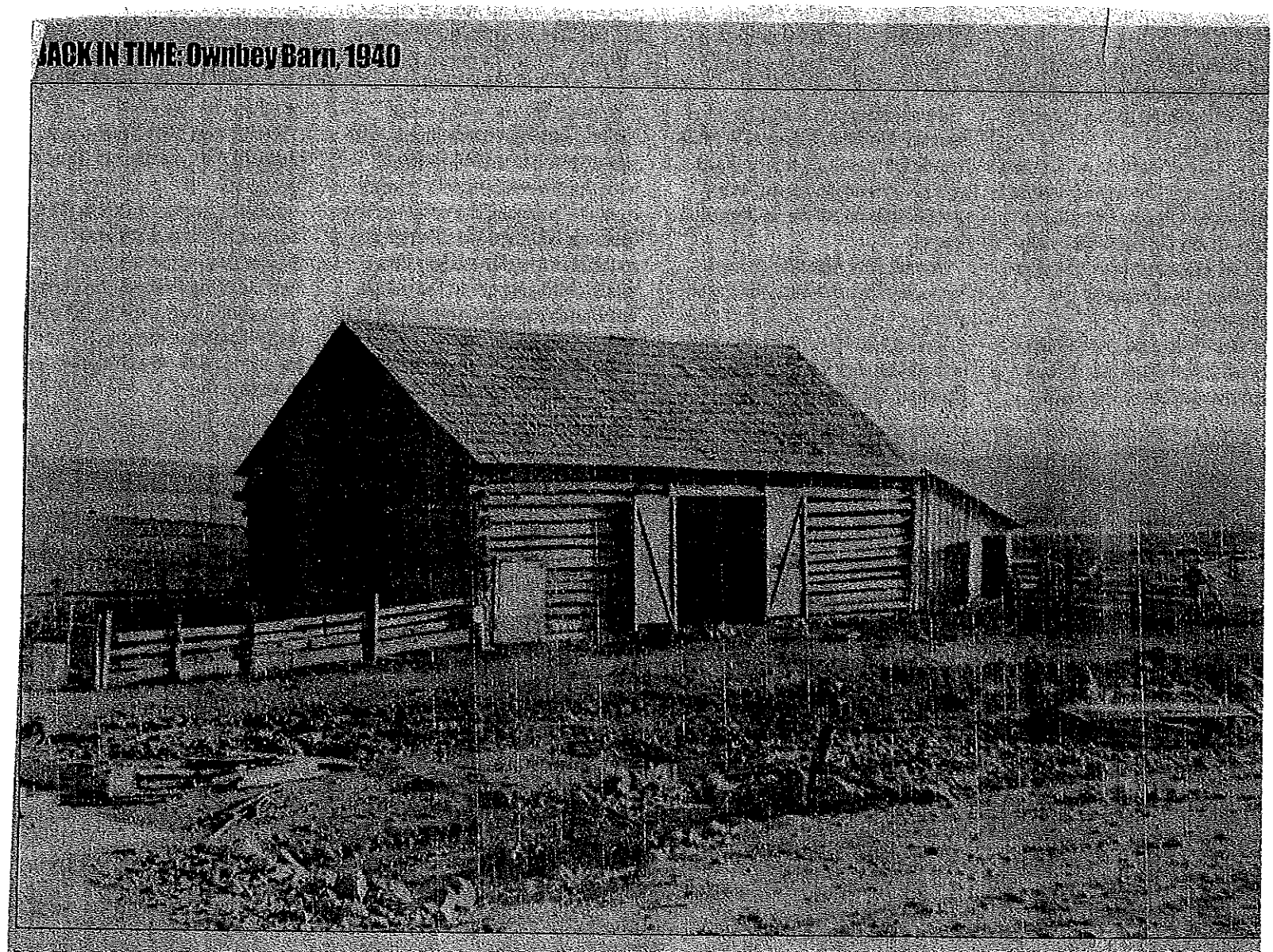
Old City Hall before the City Hall/Opera House

The photo shown on page one was taken ten years after the old City Hall had been converted into a garage and the first automobile agency in Elgin, according to Bernal Hug's History of Elgin .

Quoting from Hug, The first automobile agency, "where 'Dad' Barnes and Dorse Barnes sold Model "'T' Fords. Downstairs in the City Hall were kept hose carts for fighting fire and supplies were also stored here. The upstairs was a large room that served various purposes. Time and time again in was used for a schoolroom because of the crowded condition of the White Schoolhouse."

On the Oregon Trail…..
Devil's Gate is a narrow gorge carved by the Sweetwater River. In the early 1960's four young women from a wagon train climbed the ridge above the gorge. One of the young ladies fell and her grave board was inscribed: "Here lies the body of Caroline Todd. Whose soul had lately gone to God: Ere redemption was too late, She was redeemed at Devil's Gate."

A previous newsletter featured the Ownbey Barn



Bob Bull photo

This old picture is of the Ownbey Barn that was at one time used as a fort by settlers in the Cricket Flat area during the Nez Perce War, which started back in 1877. The barn had been built on the Ownbey farm northeast of Elgin with the help of a community barn raising on July 4, 1876. The photograph was taken in 1940 and was originally in the Bernal Hug Collection.